

DECLARATION
CREATING AND ESTABLISHING
A CONDOMINIUM PROPERTY REGIME *

BY

1101 NAPOLEON, LLC

FOR

CYPRES CONDOMINIUM

* UNITED STATES OF AMERICA
*
STATE OF LOUISIANA
*
PARISH OF ORLEANS
*
CITY OF NEW ORLEANS
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BE IT KNOWN, that dated to be effective this 15 day of July 2019;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED:

1101 NAPOLEON, LLC, a Louisiana Limited Liability Company, with its principal address located at 800 Baronne Street, New Orleans, LA 70113 which was represented by its Members, MICHAEL G. SHERMAN, a person of the full age of majority and resident of the Parish of Orleans, State of Louisiana; PETER AAMODT, a person of the full age of majority and resident of the Parish of Jefferson, State of Louisiana; and AVERY FORET, a person of the full age of majority and resident of the Parish of Orleans, State of Louisiana who declared to me, Notary, under oath,

("1101 NAPOLEON, LLC" is hereinafter referred to as "Declarant")

RECITALS:

WHEREAS, Declarant is the owner of that certain immovable property situated in the Sixth Municipal District of the City of New Orleans, State of Louisiana, on Square No. 289, and designated as Lot 1 and 2, with municipal address 1101 Napoleon Avenue, which property is described more particularly in EXHIBIT A attached hereto and made a part hereof;

WHEREAS, by this Condominium Declaration, Declarant intends to divide the Property into separate parcels of immovable or real property, which, in accordance with the provisions herein contained, shall be subjected to the benefits and burdens of a condominium property regime (hereinafter referred to as the "Condominium") to be known as the CYPRES CONDOMINIUM OWNERS ASSOCIATION, INC..

NOW, THEREFORE, Declarant, as owner of the property, described above and for the purposes set forth herein, hereby declares, on behalf of itself, its successors, assigns and grantees and their respective heirs, successors, assigns and grantees, as follows:

Chelsey Richard Napoleon
CLERK OF CIVIL DISTRICT COURT
INST #: 2019-29198 07/30/2019 10:08:54 AM
TYPE: CONDO DEC 70 PG(S)

CIN#: 660541



ARTICLE I
DEFINITIONS

As used in this Condominium Declaration or elsewhere in the Condominium Documents, or unless the context otherwise requires, the following terms shall have the definitions contained in the Louisiana Condominium Act (La. R.S. 9:1121.101, *et seq.*) unless modified, replaced, added or supplemented in this Article or elsewhere in this Condominium Declaration:

Act. The Louisiana Condominium Act (La. R.S. 9:1121.101, *et seq.*), as it may be amended.

Assessment. That portion of funds required for the payment of expenses, such as the cost of maintaining, operating, repairing, replacing, improving and managing the Condominium Property, that from time to time is assessed against and to be paid by all or some of the Unit Owners, as hereinafter provided.

Association. Cypres Condominium Owners Association, Inc., a Louisiana non-profit corporation, which is the governing body of the Unit Owners and the entity responsible through its Board of Directors for the administration and operation of the Condominium Property.

Board. The Board of Directors of the Association.

Building. The improvements erected and/or to be erected by Declarant on the Property, and containing the Units and the Common Elements.

Common Elements. All that portion of the Condominium Property, whether movable or immovable, that is not contained within the boundaries of any of the individual Units and/or serves more than one (1) Unit, including, without limitation, the following:

- (a) The Land;
- (b) All stairwells and hallways, or portions thereof, except solely those stairwells and hallways, or portions thereof, situated within the boundaries of a Unit;
- (c) All foundations and structural components of any improvements constituting a portion of the Condominium Property including, without limitation, exterior walls, walls dividing Units, columns, beams, brackets, bridging, structural steel plates and connectors, roofs, gutters and downspouts;
- (d) All water, sanitary sewer, electric power, natural gas (if any), heating, ventilation, and air conditioning pipes, ducts, conduits, wiring, panels, lines, and/or other associated equipment, except to the extent any of the foregoing (i) is located entirely within a Unit and/or serves such Unit exclusively, or (ii) is owned by any third party and leased to Declarant, the Association, or a Unit Owner;
- (e) All other elements marked and shown as Common Elements on the Building Plan;
- (f) Any other portion of the Condominium Property not located in, or forming any part of, any of the Units, and either (i) desirably or rationally of common use or benefit; or (ii) necessary to the existence, maintenance, safety and security of the Condominium created by this Condominium Declaration.

Portions of the Common Elements may be further subdivided into various categories as defined herein, such as "Limited Common Elements" and "Special Limited Common Elements."

Common Expenses. The expenses for the operation, repair, replacement, improvement, management and maintenance of all or part of the Condominium Property, for which some or all of the Unit Owners are liable to the Association and which shall include, but are not limited to, the cost of:

(a) *Ad Valorem* taxes or assessments and other taxes or assessments of a similar nature which may be levied against the Property and which are not levied against an individual Unit or Unit Owner;

(b) Insurance, maintenance, management, operation, administration, repair and replacement of the Common Elements and those parts, if any, of the Units as to which, pursuant to other provisions hereof, the Association has such responsibility;

(c) Utilities charges and maintenance or service charges incurred in the operation or maintenance of the Common Elements and not otherwise paid by individual Unit Owners;

(d) Premiums for liability and casualty insurance carried by the Association for designated parts of the Condominium Property;

(e) Costs of management and administration of the Association, including, without limitation, compensation paid by the Association to the Manager, accountants, attorneys, and other professional firms or employees;

(f) Reserves for replacement and repair of Common Elements;

(g) The cost of maintaining, repairing and replacing any portion of the Property subject to the servitudes described in Section B of Article V hereof;

(h) Any other items described as Common Expenses in any of the Condominium Documents or the Act; and

(i) The cost of any other items the Association approves as Common Expenses, which in accordance with sound principles of property management is of a use or benefit to, or relates to the existence, maintenance, safety or security of, the Condominium.

Common Surplus. Excess of income of the Association over Common Expenses.

Condominium Declaration. This instrument

Condominium Documents. This Condominium Declaration and the exhibits hereto annexed, as the same from time to time may be amended. Said exhibits, which are by this reference made a part of this Condominium Declaration, are as follows:

EXHIBIT A	Legal Description of Land
EXHIBIT B	Articles of Incorporation of Cyprès Condominium Owners Association, Inc.
EXHIBIT C	By-Laws of Cyprès Condominium Owners Association, Inc.
EXHIBIT D	Condominium Plans (with a written description delineating the precise boundaries of each Unit and limited common elements)
EXHIBIT E	Plat of Survey

EXHIBIT F Unit Designation, Unit Owners Common Element Percentage of Ownership, Share of Common Expenses, Voting Rights, and Initial Monthly Condominium Association Assessment

EXHIBIT G Initial Budget for Association

EXHIBIT H Rules and Regulations for Cyprès Condominium Owners Association, Inc.

Condominium Parcel. A Unit together with an undivided interest in the Common Elements set forth in EXHIBIT F, which is an inseparable component of each Unit.

Condominium Plan. The foundation, floor and elevation plans and drawings of the Building, and all appurtenances and amenities, attached hereto and designated as EXHIBIT D.

Condominium Property. All interest in (i) the Land, (ii) the Building and any other improvements or constructions on the Land, (iii) all other servitudes and rights appurtenant to any of the foregoing.

Declarant. 1101 Napoleon, LLC, its successors, assigns, and grantees.

Initial Budget. That certain budget attached hereto as EXHIBIT G and by this reference made a part hereof, covering the first year of the existence of the Condominium after the first sale of a Unit by Declarant to a third party.

Land. The parcel(s) of land described on EXHIBIT A.

Limited Common Elements. Any of the Common Elements exclusively serving one or more but less than all of the Units as an inseparable or essential appurtenance thereto or thereof, the enjoyment, benefit or use of which is reserved exclusively to the lawful Occupants of such Unit or Units, subject to any servitudes, restrictions and limitations contained herein or of record, and as provided for in this Condominium Declaration, the Plat of Survey and/or the Condominium Plans, or as provided for by the Board. The Limited Common Elements shall include, without limitation, any deck, porch, courtyards, a/c rooms, storage rooms reserved for exclusive use of a specific Unit or Units; hallways adjacent to or serving only one or more specific Unit or Units; any air handlers, compressors, condensers, pipes, ducts, electrical wiring and conduits not owned by third parties and not located within a Unit but serving only one or more, but less than all, of the Units, and any portions of perimeter walls, floors, and ceilings, doors, hardware, vestibules, windows, and entry ways and all associated fixtures and structures lying outside the boundaries of any specific Unit or Units but reserved to the exclusive use or benefit of one or more, but less than all, of the Units.

Management Agreement. Any agreement by and between the Association and the Manager or any other agreement then in effect, providing for the management of the Condominium Property.

Manager. The company or individual that provides the management of the Condominium Property.

Mortgagee. A person or legal entity holding a mortgage note secured by a first mortgage lien affecting a Condominium Parcel owned by a Unit Owner.

Plat of Survey. Survey plat prepared by the Surveyor, showing the Land and the location of the improvements thereon, a copy of which is attached hereto as EXHIBIT E.

Property. Same as Condominium Property.

Share The portion or percentage attributed to each Unit Owner as provided in this Condominium Declaration for the purpose of computing interest in the Common Elements, the liability for Common Expenses, rights to Common Surplus, and voting rights in the Association.

Survey. Same as Plat of Survey.

Unit. Those parts of the Condominium Property which are situated within the Building and which are intended for independent use and occupancy and are subject to individual ownership. The Units are more specifically described in Article III hereinafter. A Unit shall also include such accessory rights and obligations as are hereinafter stipulated. There are 6 Units.

Unit Owner. The record owner or the owners in indivision of a Unit, who may be one or more natural persons, firms, corporations, partnerships, limited liability companies, associations, trust, or other legal entities, including without limitation the Declarant, capable of holding title to immovable property, whether one or more persons.

ARTICLE II DECLARATION CREATING CONDOMINIUM

The Condominium Property is hereby submitted to a condominium regime and from and after the date of the recording of this Condominium Declaration in the office of the Registrar of Conveyances for the Parish of Orleans, State of Louisiana, the Condominium Property shall be and continue to be subject to the Act, and to each and all of the terms hereof, until this Condominium Declaration is terminated and the Condominium Property withdrawn in accordance with the provisions of the Act and this Condominium Declaration. The Condominium Property is known as "Cypres Condominium."

ARTICLE III UNITS

1. **Immovable Property.** Each Unit, together with an undivided interest in the Common Elements as hereinafter described, and all appurtenances to such Unit, shall for all purposes constitute a separate parcel of immovable property which may be owned, conveyed, transferred, and encumbered in the same manner as any other parcel of immovable property, independently of all other parts of the Condominium Property and subject only to the provisions of this Condominium Declaration.

2. **Unit Designation.** The 6 Units in the Building situated on the Condominium Property are delineated on the Condominium Plan and identified as Unit A, Unit B, Unit C, Unit D, Unit E and Unit F respectively. The Unit designations shall be considered the legal designation of the Units for purposes of describing any Unit and shall be so used in any sale, mortgage, or other instrument or Act conveying or transferring any interest or right in a Unit.

3. **Unit Ownership.** Ownership of a Unit shall include the following, and the same shall pass with each Unit as an inseparable component part of Unit ownership, whether or not separately described, conveyed, transferred or encumbered:</

(a) An undivided percentage interest in the Common Elements, subject to adjustments in such percentage interest, all as provided in this Condominium Declaration;

(b) The exclusive right to use certain Common Elements, all as provided in this Condominium Declaration;

(c) An obligation to pay a portion of the Common Expenses, as provided in this Condominium Declaration, and subject to the adjustments in such portion as provided in this Condominium Declaration;

(d) An undivided percentage interest in the Common Surplus, subject to adjustments to such undivided percentage interest, all as provided in this Condominium Declaration;

(e) Membership in the Association and all rights, privileges and obligations enuring therefrom, as provided in this Condominium Declaration;

(f) All servitudes established pursuant to this Condominium Declaration for the benefit of the Unit; and

(g) Such other interests, rights, and obligations as are provided in the Condominium Documents or by the Act.

4. **Unit Boundaries.** Each Unit shall be bound horizontally and vertically as shown and described on the Condominium Plans, subject to such servitudes and encroachments as exist now or are created by virtue of this Declaration, by construction, settlement, or movement of such building or by permissible repairs, construction, or alteration. The boundaries for each Unit are intended to be as follows:

(a) **Boundaries.**

(i) **Units Vertical Boundaries.**

- 1) The lower vertical boundary of each Unit shall be the plane corresponding to the upper surface of the unfinished floor of the lowest level of each such Unit, as shown on the Building Plan.
- 2) The upper vertical boundary of each Unit shall be the planes corresponding to the lower surface of the unfinished ceiling exposed to the inside of the upper floor of each such Unit.

(ii) **Units Horizontal Boundaries.**

The horizontal boundaries of each Unit shall be the planes corresponding to the outside face of the wood of the exterior walls. Where there is a window or door, the horizontal boundary shall be the plane corresponding to the inside face of the opening material (i.e., window, door, window frame, door frame, or glass).

(b) **Improvements Included.** Each Unit shall include, and accordingly the Unit Owner shall be responsible for the maintenance, repair and replacement of all space and improvements between the horizontal and vertical boundaries described above and as shown on the Condominium Plans, including all cabinetry, appliances, interior partitions and interior walls on each floor level, and stairways between levels

within the same Unit, but the alteration of such interior partitions, ceiling, and floors of the Unit by Unit Owners and Occupants shall be subject to the restrictions contained in this Condominium Declaration.

Each Unit shall also include all electrical, gas, water, telephone, air-conditioning, heating, and other utility and service equipment not owned by third parties and serving the particular Unit exclusively.

(c) Actual Physical Boundary Controls. In interpreting deeds, mortgages and plans, the physical boundaries of a Unit constructed or reconstructed substantially in accordance with the original plans thereof shall be conclusively presumed to be its boundaries, regardless of settling or lateral movement of the Building and regardless of minor variances between the actual boundaries of the Building and the boundaries shown on the Condominium Plans or in any conveyance.

(d) Alterations by Declarant. Notwithstanding any other provision of this Declaration or the Condominium Documents to the contrary, the Declarant does not reserve the right to construct and create additional Units nor Limited Common Elements or Common Elements beyond those described on the Condominium Plans.

5. Mortgages Affecting Units. Each Unit Owner shall have the right, subject to the provisions, servitudes and restrictions herein, to grant separate mortgages on his/her/its respective Unit, together with his/her/its Share of the Common Elements. No Unit Owner shall have the right or authority to make, create or cause to be made or created any mortgage or other lien on or affecting the Condominium Property or any part thereof, except on his/her/its own Unit and his/her/its Share of the Common Elements appurtenant thereto.

6. Real Estate Taxes. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his/her/its Unit and his/her/its corresponding Share in the Common Elements. If at any time such taxes or assessments shall not be separately assessed to each Unit Owner, but rather, shall be assessed on the Condominium Property as a whole, then each Unit Owner shall pay his/her/its proportionate share thereof in accordance with his/her/its Share and, in such event, such taxes or assessments shall be a Common Expense.

7. Utilities. Each Unit Owner shall pay, when due, all utility services, including, without limitation, electricity, gas, water, sewer, drainage, sanitation, telephone service, cable television and data or other communications or information service, if any, separately metered for, or otherwise billed to, such Unit Owner's Unit. As to any shared utility, the same shall be paid by the Association and incorporated into the budget and condominium fees paid by all Unit Owners. Each Unit Owner shall make such payments for separately metered utility services directly to the utility company or companies providing such utility service or directly to the Association if such utility services are not separately metered for, or billed to, the Units.

8. Decorating. Each Unit Owner shall furnish and be responsible for, at his/her/its own expense, all of the decorating within his/her/its own Unit and for Limited Common Elements serving his/her/its Unit exclusively, including, without limitation, special plumbing and electrical fixtures, painting, sheetrocking, wallpapering, washing, cleaning, paneling, floorcovering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. Each Owner shall be responsible for, at his/her/its own expense, all of the decorating and improvements of his/her/its own Unit's courtyard, balconies, decks, porches, etc. The use of, and type of furnishings supplied by, Unit Owners for placement in or on the Limited Common Elements, shall be subject at all times to the Rules and Regulations of the Association. Similarly, the use and covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject at all times to the Rules and Regulations of the Association

this Condominium Declaration, each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his/her/its Unit, and the surface of any courtyards, porches or decks constituting Limited Common Elements reserved for the sole use of the Occupants of such Unit, and such Unit Owner shall maintain said surfaces in good condition at his/her/its sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, and to any restrictions or servitudes currently of record or imposed hereby. The interior surface of all windows forming a part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit. No Unit Owner shall enclose any porch or deck adjacent to his/her/its Unit or decorate the porch or deck in any manner which conflicts with the Rules and Regulations of the Association or otherwise detracts from the overall appearance of the Buildings, in the sole discretion of the Association.

9. **Alterations, Additions and Improvements.** Any Unit Owner may make alterations, additions and improvements entirely within his/her/its own Unit without the prior written approval of the Association, provided he does not (i) make any improvements or alterations to his/her/its Unit that impair the structural integrity of the Building or any other Unit or any mechanical and/or other system contained therein, or lessen the structural support of any portion of any of the Building; (ii) impair the appearance or structure of the Common Elements, or (iii) change the exterior appearance of a Unit or any part of any of the Building. Any Unit Owner making such alterations shall be responsible for any damage to other Units or to the Common Elements as a result of any alterations, additions, or improvements made by such Unit Owner.

ARTICLE IV COMMON ELEMENTS

1. **Description.** The Common Elements and the Limited Common Elements consist of those items set forth in the definition of those respective terms in Article I hereof.

2. **Limited Common Elements.** The Limited Common Elements are shown on the Condominium Plans and unless specifically indicated on the Condominium Plans, appurtenant to only one particular Unit, which Unit is the Unit so designated on the Condominium Plans as being adjacent to or otherwise enjoying the right to use such Limited Common Elements. By way of example without limitation, porch, deck, any yard, patio, or storage rooms adjacent to any particular Unit in the Building are Limited Common Elements appurtenant to those Units to which they are adjacent, as shown on the Condominium Plans.

3. **Parking Spaces.** There is no warranty as to the fitness of parking spaces on site.

4. **Ownership, Transfer and Use of Common Elements.** Ownership of each Unit shall include as a part of the Condominium Parcel comprising the Unit, ownership of an undivided percentage interest in the Common Elements. The Unit designation, interest attributable to each Unit in the Common Elements as well as the monthly Association Assessment shall be as shown on **EXHIBIT F**.

The right to use those Limited Common Elements which are reserved to a particular Unit or Units, as provided herein, shall also form part of the Condominium Parcel comprising that Unit and shall be an inseparable component part of the Unit and of ownership of the Unit. Any act effecting a transfer of a Unit shall also effect a transfer of the appurtenant rights to the designated Limited Common Elements reserved for the exclusive use of the Unit.

Except as otherwise limited by this Declaration or the Condominium Documents, each Owner shall have the right to use the Common Elements and the Limited Common Elements reserved for the use of his/her/its Unit for all purposes incident to the use and occupancy of his/her/its Unit and such other incidental uses as may be permitted by the Condominium Documents, which right shall be appurtenant to and an inseparable part of the Unit and pass with transfer of ownership of the Unit. No Unit Owner shall have the right to use any portion of the Common Elements forming a part of the Limited Common Elements reserved for the exclusive use of another Unit or Units, except to the extent that access to any portion of the Limited Common Elements may be necessary to perform maintenance or repairs to any Unit, to provide a means of egress in the event of emergency, to provide a means of egress and access to Common Elements (i.e. HVAC units on the Coliseum Street side) and as otherwise provided herein. Common Elements and/or the use thereof, including but not limited to Limited Common Elements and/or the use thereof, may not be transferred by any Unit Owner except as part of the transfer of the Condominium Parcel to which such Common Elements (or Limited Common Elements, as the case may be) are appurtenant.

5. **Declarant's Rights As to Common Facilities.** Notwithstanding anything contained in this Condominium Declaration to the contrary, and until Declarant is no longer the owner of any Units, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to (a) operate and promulgate rules relating to, and to maintain, repair, replace, improve or add to, at the expense of the Association as a Common Expense, any and all areas and facilities existing for the common use of the Condominium Property and/or (b) add new Common Elements or Limited Common Elements by amendment to this Declaration and/or (c) erect additional improvements or other constructions or make alterations to any Limited Common Elements not associated with a Unit that has been sold. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Section.

6. **Covenant Against Partition.** In order to effectuate the intent hereof and to preserve the Condominium Property and the condominium method of ownership, the Common Elements, including the Limited Common Elements, shall remain undivided, and no person, irrespective of the nature of his/her/its interest in the Common Elements, shall bring action or proceedings for partition or division of the Common Elements or any part thereof unless and until the Condominium Property is withdrawn from the condominium regime in accordance with the Act and the provisions of Article XV hereof.

7. **Rules and Regulations.** No person, including any Occupant of a Unit, shall use the Units or the Common Elements or any part thereof, including the Limited Common Elements, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as may from time to time be promulgated by the Association.

8. **Expenses of Maintenance.** Expenses incurred or to be incurred for the maintenance, repair, replacement, management, and operation of the Common Elements and for all public property required by law to be maintained by the adjacent property owner shall be collected from Unit Owners as assessed, in accordance with the provisions of Article XII hereof.

9. **Alterations and Improvements.** The Association shall have the right to make or cause to be made alterations or improvements to the Common Elements, including alterations or improvements requested by one or more Unit Owners. Such alterations or improvements to the Common Elements must be approved by the Board. The costs of such approved alterations or improvements to the Common Elements shall be included in the Common Expenses and assessed to all Unit Owners in accordance with their percentage of liability for Common Expenses. Notwithstanding the

foregoing, and subject to Article XII, Section 3 below, the costs of alterations or improvements solely for the benefit of one or more Units shall be Common Expenses attributable specifically to such Unit(s) and shall be assessed only against the Owner of such Unit(s) in an equitable manner as determined by the Board, and the Board shall have the exclusive authority to determine those Units which benefit from such alterations or improvements.

10. **Shares of Unit Owners.** The Share of ownership of the Unit Owners in the Common Elements in Common Expenses shall be the percentage stated in EXHIBIT F.

Such Shares or percentages are generally based on the relative size of each of the Units, but do not necessarily reflect either an exact determination or relative size or the selling price or actual value of any such Unit, and no opinion, appraisal, market value, sale, or transaction at a price different from the initial sales price therefor shall be interpreted as requiring or permitting any change in the Shares assigned herein.

ARTICLE V SERVITUDES

A. **Reciprocal Servitudes.** The following irrevocable servitudes are hereby granted from each Unit Owner to each other Unit Owner and to the Association.

1. **Maintenance, Repair and Replacement.** Each Unit Owner grants servitudes or right of access through the Units, Common Elements and Limited Common Elements in favor of (i) the Association and its agents for maintenance, repair and replacement of the Common Elements, Limited Common Elements, and Units; and (ii) other Units Owners and their agents to the extent required for maintenance, repair and replacement of their Units. Use of these servitudes and rights of access to the Units, however, shall be limited to reasonable hours and as may be further provided in the Condominium Documents, except that access may be had at any time in case of emergency or where repairs are necessary to prevent damage to the Common Elements or another Unit or Units.

2. **Structural Support.** A servitude of structural support for the benefit of the Common Elements and the Units and affecting any portion of a Unit which contributes to the structural support of the Building, which servitude of structural support shall prohibit any Unit Owner from performing any work or doing anything which would impair such servitudes.

3. **Emergencies.** In the event of an emergency, each Unit Owner has a servitude of ingress, egress, passage and access through the Common Elements, and Limited Common Elements throughout the Condominium Property.

B. **Servitudes Burdening Common Elements.** Irrevocable servitudes are hereby granted through the Common Elements (including Limited Common Elements) in favor of Declarant and the Association to install, maintain, repair, and replace any water mains and pipe, sewer lines, electrical, gas (if applicable), cable television, telephone data or other communications or information wires, lines, conduit and equipment, and other similar facilities serving any of the Units.

C. **Power of Association and Declarant.** Declarant and the Association reserve the right from time to time to create servitudes in, around, under, and across the Condominium Property as may be necessary, required or appropriate in order to provide access, utilities, water, drainage, sewerage service, electricity, gas, cable television, telephone, data, other communications or information, and similar service, without the necessity of concurrence from any Unit Owner or Mortgagee thereof. The Association is also authorized to execute serv

sole discretion, deems necessary or appropriate. The Declarant may execute such agreements on behalf of the Association, without the necessity of concurrence from the Association, for the period during which the Declarant owns all of the Units.

The Association is authorized to accept the benefit of any servitude on behalf of Unit Owners, and in connection therewith, to execute servitude agreements containing such terms as the Association, in its sole discretion, deems necessary or appropriate.

ARTICLE VI MAINTENANCE AND REPAIR

1. Unit Repair and Maintenance. Each Unit Owner shall furnish and be responsible for, at his/her/its own expense, all of the maintenance, repairs, and replacements within his/her/its own Unit, excluding Common Elements, except to the extent the Association, believing it to be in the interest of the Association and a customary and routine expense, determines to provide maintenance of a Unit for a Unit Owner. In connection with such maintenance, repairs, and replacements, the Unit Owner shall not perform any work in or to the Unit which might impair the structural integrity or mechanical systems, lessen the support of any portion of the Condominium Property, or impair any servitude in favor of the Association or any Unit or Unit Owner, without first obtaining the written consent of the Association. Notwithstanding the foregoing, unless otherwise provided by the Association, all repairs and maintenance to any fixtures, equipment, devices, pipes, conduit, wiring, ductwork, or other similar items that serve or are connected with the plumbing, electrical, air conditioning/heater, cable television or telephone data, other communications or information, or alarm service, or other similar services or functions serving a Unit, whether located physically within or outside of a Unit, shall be performed by or through the Association, at the expense of the Unit Owner but subject at all times to the control of the Association, so as to assure uniformity of quality of work and preservation of the Common Elements.

2. Common Elements Repair and Maintenance. The Association shall furnish maintenance, repair, and replacement of the Common Elements, the cost of which shall be paid by the Association as a Common Expense, subject to the rules and regulations of the Association; provided that maintenance, repairs and replacements of the Limited Common Elements benefiting one or more Units shall be assessed in whole to the respective Unit Owner(s) having the benefit or use thereof, unless the Association, believing it to be in the interest of the Association and a customary and routine expense, determines otherwise. The Association may direct Unit Owners who stand to be benefited by such maintenance, repairs and replacement of the Limited Common Elements to arrange for such maintenance, repairs or replacements in the name and for the account of such benefited Unit Owners, to pay the cost thereof with their own funds and to procure and deliver to the Association, on behalf of the Association, such lien waivers and contractor's, subcontractor's, and supplier's affidavits as may be required to protect the Condominium Property from all mechanics' or materialmen's lien claims that may arise from such maintenance, repairs or replacements.

3. Work Directed by Association. Whenever the Association shall determine, in its sole discretion, that maintenance, replacement or repair of any Unit is necessary to protect the Common Elements or the appearance or value of the Condominium Property or any other portion of any Buildings, the Association may cause written notice of the necessity for such maintenance, replacement or repair to be served upon the Unit Owner. If such Unit Owner fails or refuses to perform any such maintenance, replacement or repair within such reasonable time period stated in the notice (or any extension thereof approved by the Association), the Association may maintain, replace or repair or cause such maintenance, replacement and repair to be

performed at the expense of the Unit Owner, which expense shall be added to the Assessment against such Unit Owner.

4. Repairs Necessitated by Owner's Act or Neglect. If, due to the act or neglect of a Unit Owner, or of any Occupant, agent, servant, tenant, employee, family member, invitee or licensee of the Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or if, as a result of such act or neglect, maintenance, repairs, or replacements which would otherwise be a Common Expense are required, then the offending or responsible Unit Owner shall be liable and obligated to pay for all such damage, maintenance, repairs or replacements to the extent not covered by insurance obtained by the Association, and the Association shall have a right to lien such Owner's Unit to secure the payment of the same. Such damage for which such Unit Owner shall be responsible shall include any increase in fire or property insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances if there is a determination by the Association of willful neglect by the Unit Owner. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights of subrogation.

5. Access. The authorized representatives of the Association shall be entitled to reasonable access to the individual Units, Common Elements, and Limited Common Elements as may be required in connection with the preservation or protection of any individual Units, Limited Common Element, or Common Element, or in connection with maintenance, repairs or replacements of Common Elements, Limited Common Elements or any equipment, facilities or fixtures or other property within the Units, or to make any alteration required by any governmental authority. In order to carry out the intent and purpose of this paragraph, there is specifically granted to the Association, and its authorized representatives, a servitude of passage, ingress and egress and use of, and through each of, the Units, Limited Common Elements, and Common Elements for maintenance, repair and/or replacement of all or part of the Units, Limited Common Elements and Common Elements. Use of these servitudes, however, for access to the individual Units shall be limited to reasonable hours, except that, in case of emergency, the Association, and authorized representatives may have access at any time.

ARTICLE VII USE RESTRICTIONS

In order to provide for the congenial occupation of the Buildings and for the protection of the values of each Unit, the use of the Condominium Property shall be in accordance with the following provisions:

1. Units. The Units in the Building owned by persons other than the Declarant shall be used principally as single family residences. Occupant(s) of such Units may use the Units as home offices or as an ancillary facility to a principal office located elsewhere, provided, however, that the principal use of the Unit shall be for residential purposes and the ancillary business use is permitted by the Comprehensive Zoning Ordinances of the City of New Orleans is a residential building.

2. Nuisances. No nuisances shall be allowed on the Condominium Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents or increases the rate of insurance or costs of maintenance of the Condominium Property.

3. Lawful Use. No offensive or unlawful use shall be made of the Condominium Property nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. With the exception of signs used by the Declarant in connection with initial sales and leasing of Units owned by Declarant, no signs of any type may be posted on any

portion of the Condominium Property, with the exception of a "For Rent" or "For Sale" subject to the Rules and Regulations of the Association. The responsibility of Unit Owners and the Association to comply with requirements of governmental bodies as to maintenance, modification, and repair of the Condominium Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Condominium Property subject to such requirements.

4. Rules and Regulations. The Association may promulgate rules and regulations concerning use of the entire Condominium Property, which rules and regulations shall be binding on all Unit Owners. Copies of such rules and regulations will be furnished to each Unit Owner or Occupant prior to the occupancy of a Unit or as the same become effective. The initial Rules and Regulations, which shall be deemed effective until amended by the Board or Manager are annexed hereto and made a part hereof as EXHIBIT H. Any amendment thereto shall be recorded in the Conveyance Office of Orleans Parish, Louisiana, as an amendment to said Exhibit. Subject to notice and opportunity for hearing, the Board may impose reasonable fines for violations of the Rules and Regulations.

ARTICLE VIII LEASES AND CONVEYANCES

1. Restrictions on Leases.

Any lease, assignment of lease or sublease of a Unit shall include a provision that the lessee or sublessee agrees to abide by and comply with all of the terms and restrictions of the Condominium Declaration and the rules and regulations of the Association.

Declarant shall not need Association approval to lease, assign any lease or sublease any Unit owned by it, however, Declarant shall not be entitled to lease any Unit it owns nor shall any lease term of any Unit owned by Declarant extend beyond a maximum term of thirty-six (36) months from the date of the sale of the first Unit.

2. Sale of Unit. Any sale of a Unit by a Unit Owner shall be subject to the requirements of the Act and in particular Section 1124.107 thereof. Prior to any such sale or the execution of a contract to sell any such Unit, or otherwise before conveyance, the Unit Owner or other person selling the Unit for such Unit Owner shall submit to the buyer the information required by law. The Association shall provide to any such Unit Owner electronic copies of all necessary documents and information which such Unit Owner may need in order to sell his/her/its Unit in accordance with the provisions of law.

3. Assessments. Except as may otherwise be provided in this Condominium Declaration, no Unit Owner shall voluntarily transfer, sell, convey, or mortgage his/her/its Unit unless or until he shall have paid in full any charges assessed against his/her/its Unit.

ARTICLE IX THE ASSOCIATION

1. The Association. There has been or will be formed the Association, as an Owners Association which shall be the governing body for the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Condominium, as provided in the Act, this Declaration and the By-Laws. The Board of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. There shall be not less than two (2), nor more than four (4) members of the Board of the Association. The fiscal year of the Association shall be determined by

not be deemed to be conducting a business of any kind. All activities and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association (the "Votes") shall be one hundred (100) and shall be divided among the respective Unit Owners Shares.

2. **The Declarant.** Until the earlier to occur of: (i) the first anniversary of the first sale of a Unit, or (ii) Declarant elects to transfer responsibility of governance to the Association, the Declarant shall have the right to exercise all powers, rights, duties, and functions of the Association. Effective on such date, responsibility for governance of the Condominium Property shall be transferred to the Association as provided elsewhere herein. The Declarant shall be entitled, however, to exercise all rights and privileges of a Unit Owner, including the right to cast the votes allocated to each Unit that it owns, with respect to the Association.

3. **Charter and By-Laws.** The Association is a nonprofit corporation organized on a non-stock basis under the Louisiana Nonprofit Corporation Law and in accordance with its Articles of Incorporation, a copy of which Association is annexed hereto as EXHIBIT B. The By-Laws of the Association shall be in the form attached as EXHIBIT C until such is amended in the manner therein provided.

4. **Duties and Powers of the Association.** Duties and powers of the Association shall be those set forth in the Act, this Condominium Declaration and the By-Laws, together with those reasonably implied to affect the purposes of the Association and this Condominium Declaration; provided, however, that if there are conflicts or inconsistencies between this Condominium Declaration and the By-Laws, the terms and provisions of this Condominium Declaration shall prevail. The Unit Owners covenant to vote in favor of such amendments to the By-Laws to remove such conflicts or inconsistencies.

In the event of any dispute between Unit Owners relating to the Condominium Property or the application or interpretation of any of the Condominium Documents, such dispute shall be submitted to the Board for resolution, and the decision of the Board shall be binding on each of such Unit Owners. If one of the Unit Owners raising such dispute is a Board Member, then said Board Member shall recuse himself/herself from the matter and the remaining Board Members shall decide.

The duties and powers of the Association shall be exercised in the manner provided by the By-Laws, and any duties or rights of the Association which were granted by or to be exercised in accordance with the provisions of this Condominium Declaration shall be so exercised.

5. **Non-Liability of the Directors, Board, Officers and Declarant.** Neither the directors or the officers of the Association nor Declarant shall be personally liable to the Unit Owners for a mistake of judgment or for any acts or omissions of any nature whatsoever except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud. The Unit Owners shall indemnify, hold harmless and defend each of the directors, officers, and/or Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws, and the Association shall carry such insurance as the Board may prescribe to protect the directors, officers and Declarant under said indemnity.

ARTICLE X
INSURANCE

The following provisions shall govern insurance coverage for the Condominium Property:

1. **Authority to Purchase.** The Association shall purchase, for the benefit of the Unit Owners and their respective Mortgagees, as their interests may appear, all casualty and, if the Association determines to purchase flood insurance, flood insurance policies on the Condominium Property. The Association shall provide for the issuance of certificates of insurance to Mortgagees upon request.

2. **Coverage.** The Association shall at all times, to the extent reasonably available, maintain insurance as follows:

a. Casualty insurance on the Condominium Property, including the Building and the Units and all other insurable improvements upon the land and all personal property owned by the Association and used in the management of the Condominium Property. Insurance for casualty loss applicable to the Condominium Property shall include coverage for all parts of the Building, whether or not defined elsewhere herein as forming a part of the individual Units. Such coverage shall extend to the walls, ceilings, and subfloor finish material of the Units, air-conditioning and heating equipment, electrical and water facilities and other utility services of the Unit but may exclude appliances, lighting fixtures, furniture, furnishings, floor and wall coverings and finishes and personal or movable property in the Units, or any Unit improvements or betterments installed or added by an individual Owner or Occupant. Such insurance shall be in an amount (after application of any deductibles) not less than one-hundred (100%) percent of the actual cash value of the insured property, exclusive of land, excavations, foundations, and other items normally excluded from such coverage, but without deduction of depreciation. The insurable value shall be determined by insurance appraisal of the Condominium Property obtained at least every five (5) years or more frequently, as may be required by the Association. Such coverage shall afford protection against all risks of direct physical loss commonly insured against, including:

i. Loss or damage by fire, and other hazards covered by the standard "extended coverage" endorsement;

ii. Loss or damage by flood under standard coverage provided by the National Flood Insurance Program;

iii. Such other risks as from time to time customarily shall be covered with respect to buildings similar to the Building in construction, location, and use, including, but not limited to, vandalism, malicious mischief, and windstorm damages.

b. Comprehensive general liability insurance, including medical payments insurance, in such form and in such amounts as shall be required by the Association, but not less than \$1,000,000 per occurrence, including, but not limited to, coverage for all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a particular Unit Owner.

c. Workers' Compensation insurance as necessary to meet the requirements of law.

d. Insurance covering such other risks and hazards as the Board may from time to time determine necessary to insure against.

e. Directors' and officers' liability insurance to cover the acts of officers and directors of the Association elected by Unit Owners.

3. **Premiums.** All premiums upon insurance policies purchased by the Association shall be paid by the Association and shall constitute a portion of Common Expenses.

4. **Insurance Policies.** All insurance policies on the Condominium Property obtained and continued in effect by the Association for the benefit of the Unit Owners, as hereinabove provided, shall be written in the name of the Association, which shall act as trustee for each individual Unit Owner and his/her/its Mortgagee or lien holder, if any. The Unit Owners and their Mortgagees or lien holders shall be beneficiaries, even though not expressly named in the policies, in the Shares in which the Unit Owners have an interest in the Common Elements, as provided in Article IV hereinabove. Each policy shall contain a Louisiana standard mortgage clause in favor of each Mortgagee of the Unit and shall provide that any loss thereunder shall be payable to such Mortgagees as their interest may appear, subject, however, to general "loss payment" provisions in favor of the Association, as herein provided.

The Association shall be required to make every effort to secure insurance policies providing:

(a) Waivers of subrogation by the insurer as to any and all claims against the Association, its members, officers or the Board, and any of the Unit Owners and their respective families, servants, agents, employees, tenants, and guests;

(b) Waivers of defenses based upon co-insurance or acts of the insured (which shall include each Unit Owner);

(c) That each Unit Owner shall be an insured person under the policy with respect to liability arising out of his/her/its ownership of an interest in the Common Elements or membership in the Association;

(d) That the policies shall not be cancelable, invalidated, suspended, or substantially modified for any reason, including on account of the conduct of the Association, its members or its Board, or any of the individual Unit Owners, their families, servants, agents, or guests, without at least thirty (30) days' prior written notice to each named insured, including Mortgagees of the Unit Owners, except for ten (10) days notice for non-payment of premium;

(e) That the policies shall be cancelable or voidable or that recovery thereunder will not be conditioned by reason of any act or omission of any Unit Owner, unless acting within the scope of his/her/its authority on behalf of the Association;

(f) That the "no other insurance" clause in the policies shall exclude the individual Unit Owners' policies from consideration; and

(g) That the insurance coverage provided by the policies obtained by the Association shall be primary and shall not be brought into contribution with other insurance in the name of Unit Owners or their Mortgagees.

5. **Association as Insurance Trustee.** The Association is irrevocably designated as trustee for each of the Unit Owners and their Mortgagees, if any, for purposes of adjusting all claims for losses with

of the proceeds of any such policies for purposes of repair and reconstruction, as hereinafter provided in Article X. All insurance policies purchased by the Association pursuant to this Article X shall provide that all proceeds from such policies shall be payable to the Association, for the benefit of the Unit Owners and Mortgagees, as their interests may appear.

6. **Insurance Obtained by Unit Owners.** Any Unit Owner may obtain for his/her/its own benefit or for the benefit of his/her/its Mortgagee, and at such Unit Owner's own expense, separate or additional insurance on the interest in his/her/its Unit, against loss by fire, flood, or other casualty. An individual Unit Owner may also obtain for his/her/its own benefit and at his/her/its own expense insurance coverage for personal liability in excess of that covered by the blanket or policies maintained by the Association and for casualty losses of this Unit, and any improvements within his/her/its Unit, the personal property of the Owner or Occupant situated within the Unit and of other portions of the Condominium Property not covered by the policy. Such insurance shall contain the waiver of subrogation referred to in Subsection 4(a) above.

7. **Application of Insurance Proceeds.** Proceeds of casualty insurance policies received by the Association, as trustee for the Owners and their Mortgagees or lien holders, shall be distributed as provided in Article XI.

8. **Blanket Fidelity Bond.** The Association shall purchase, for the benefit of the Unit Owners and their respective Mortgagees, as their interests may appear, a blanket fidelity bond or other equivalent form of insurance covering the officers, directors, and persons employed by the Association, and any managing agent and employees of the managing agent, in an amount equal to the lesser of One Million Dollars or the amount of reserve balances of the Association plus one-fourth of the aggregate annual assessment of the Association, with a minimum coverage amount of ten thousand dollars. If the managing agent maintains its own bond or equivalent form of insurance, this shall suffice to meet the requirements of this Section.

ARTICLE XI RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. **Casualty Affecting Common Elements and Units.** In the event of destruction or damage to any part of both the Units and the Common Elements, reconstruction and repairs shall be made as follows:

(a) If the Board determines that less than two-thirds (66.66%) of the Units are rendered uninhabitable as a result of a fire or other casualty that damages or destroys the Building, the Association shall arrange for the prompt repair and restoration thereof unless (i) such reconstruction and replacement will be illegal under state or local health or safety statutes or ordinances, or (ii) the members of the Association, by a unanimous vote, elect not to rebuild. If it is determined that the Building is not to be reconstructed or repaired, then that part of the Condominium Property not to be repaired shall be withdrawn from the Condominium regime in accordance with Article XV.

(b) If the Board determines that more than two-thirds (66.66%) of the Units are rendered uninhabitable as a result of a fire or other casualty that damages or destroys the Building, the Association shall not repair the damage or restore the Building unless (i) the members of the Association, by a unanimous vote, elect to rebuild, and (ii) such reconstruction and replacement would be permitted under state or local health or safety statutes or ordinances. If it is determined that such Building is not to be reconstructed or repaired, then that part of the Condominium Property not to be repaired shall be withdrawn from the condominium regime in accordance with Article XV.

(c) Any restoration or repair shall be substantially in accordance with (i) the plans of the original Building so restored or repaired or (ii) plans and specifications approved by the Board.

Repairs and restoration of the Building as provided herein shall include any damaged Units therein to the extent that portions of such Units are covered under the blanket or fire and casualty policy or policies carried by the Association.

(d) If damage resulting from a casualty is to be repaired in accordance with the foregoing provisions, after the occurrence of a casualty causing damage to more than one Unit or any portion of both the Common Elements and any one or more of the Units, the Association shall obtain reliable and detailed estimates of the cost of repairs or replacements so as to place the damaged property in a condition as good as that existing before the casualty. The Board, acting as trustee, shall disburse the proceeds of all insurance policies to contractors engaged in such repair and restoration through appropriate progress payments. Any excess of insurance proceeds over the costs of such repairs and restoration shall be distributed to each Unit Owner in accordance with his/her/its respective Share, or if there is a mortgagee endorsement, then jointly to each such Unit Owner and Mortgagee of such Unit Owner. Any costs of such repairs and restoration in excess of available insurance proceeds shall constitute a Common Expense, and the Association shall make Assessments against all Unit Owners in sufficient amounts to provide funds to pay the estimated costs of repairs and reconstruction of damaged or destroyed Common Elements excluding expenses for Limited Common Elements, which shall be paid for in accordance with Section VI(2) of this Declaration. Additional Assessments may be made at any time during or following the completion of construction. All such Assessments shall be divided among the Units in accordance with each Unit Owner's Share.

(e) If the entire Condominium is not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium unless the Condominium is terminated, in which case none of the insurance proceeds shall be applied to restoration, (ii) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the owners of those Units and the owners of the Units to which those Limited Common Elements were assigned, and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners in accordance with each Unit Owner's Share. If a particular Unit will not be rebuilt, that Unit's entire Common Element Interest, votes in the Association, and common expense liability shall be reallocated under Section 1121.107 of the Act as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to the Condominium Declaration reflecting such reallocations.

2. Casualty Affecting Common Elements Exclusively. If only the Common Elements, or portions thereof are destroyed or damaged, said portions shall be reconstructed or repaired by the Association, unless it is determined in accordance with Article XV that the Condominium or part thereof shall be terminated and the Condominium Property or part thereof be withdrawn.

3. Casualty Affecting Units Exclusively. If damage or destruction occurs only to those parts of one or more Units for which the responsibility of maintenance and repair is that of the individual Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair or replacement after casualty. If any portion of the insurance proceeds payable to the Association upon occurrence of a casualty covered under the association's insurance policy is payable on account of damages the reconstruction and repair of which is the responsibility of the individual Unit Owner, then the Association shall pay over such portion of any insurance proceeds to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and Mortgagee jointly, who shall use

such proceeds for repair and reconstruction of the damaged or destroyed portions of the Unit substantially in accordance with the original plans and specifications of the Unit or in accordance with the original plans and specifications of the Unit or in accordance with such other plans and specifications as may be approved by the Board.

4. **Loss of Use.** Neither Declarant, the Association, nor any Unit Owner shall be obligated to compensate any Unit Owner for loss of use and occupancy of his/her/its Unit pending reconstruction or termination of the Condominium.

ARTICLE XII

ASSESSMENTS, COMMON EXPENSES, AND COMMON SURPLUS

1. **General.** Assessments against the Units and the Unit Owners for Common Expenses and the distributions, if any, of Common Surplus shall be made by the Association pursuant to the provisions of this Article and the By-Laws. All income received by the Association and all Common Surplus may, in the discretion of the Association, be used to reduce prospective Common Expenses prior to establishing the annual Assessment for Common Expenses, or to establish such reserves as the Association may determine.

2. **Share of Common Expenses and Common Surplus.** For the 12-month period commencing on the date of the sale by Declarant to third party of the first Unit, each Unit Owner, excluding the Declarant, effective upon the purchase of his/her/its Unit, shall be liable for payment of the Share of the Initial Budget allocable to said Unit. Commencing twelve (12) months and one (1) day after the date of the sale of the first Unit by Declarant to a third party as described above, the Unit Owner, including Declarant with respect to any unsold Units, shall share in and be liable for the Common Expenses and be entitled to share in the Common Surplus in accordance with such Owner's Share.

3. **Non-Proportionate Allocation of Assessments.** The Association shall, to the extent necessary to accomplish a fair and equitable allocation of those costs of operation of the Condominium which are attributable to services which are enjoyed to a materially disproportionate extent by one or more Units and the occupants thereof, or in the event of repairs or maintenance required on account of misuse, negligence, or violation of applicable rules and regulations on the part of any Unit Owner, allocate certain of the Common Expenses among the Units in a manner other than in proportion to their respective Shares.

4. **Annual Assessments for Common Expenses.** A budget for Assessments for Common Expenses shall be made annually in advance by the Board based on the estimated annual Common Expenses and adequate reserves for future Common Expenses, all as more particularly provided in the By-Laws. Such Assessments shall be payable in such installments and on such terms and conditions as the Board may provide. Initially, Assessments shall be due monthly, based upon the Initial Budget, in advance on or before the 1st day of each month and shall be paid to the Association by check or other method as approved by the Association.

5. **Assessments for Emergencies.** Assessments for Common Expenses for emergencies may be made by the Association in accordance with the provisions of the By-Laws and shall be due and payable at the time specially provided by the Board in making such emergency Assessments but shall otherwise be apportioned and collected in the same manner as annual Assessments for Common Expenses.

6. **Capital Reserve Fund.** The Declarant shall create

reserve fund to defray any of Declarant's expenses or contributions to any reserve accounts, or to pay any of Declarant's construction costs, or to apply it against any operating shortfalls, before it transfers responsibility for governance of the Condominium Property to the Association pursuant to the provisions of Section 1 of Article IX hereof.

At the time of transfer of each Unit by Declarant, the purchaser of such Unit shall deposit with the Declarant a sum equal to three (3) times the then current monthly Assessment for such Unit. This deposit shall not be deemed to be an advance payment of regular Assessments. The Declarant shall transfer the capital reserve fund deposits to the Association contemporaneously with the transfer of each Unit. Notwithstanding the above, the Declarant as to any Unsold Units shall not be required to deposit the three (3) month reserve with the Association until the third (3rd) anniversary of the sale of the first Unit to a third party.

No Unit Owner shall be permitted to withdraw the deposit made to the capital reserve fund for so long as this Condominium Declaration is in effect. Such deposit may, however, be transferred to the credit of any subsequent purchaser of the Unit owned by such Unit Owner, upon notice to the Association.

7. Special Assessments. Any special Assessments, levied within the authority granted to the Association elsewhere in this Condominium Declaration or in any other of the Condominium Documents, shall be made, apportioned, and collected in the manner particularly set forth in those provisions of the Condominium Documents authorizing the Assessment or in the action of the Association in making the Assessment, and in lieu in the same manner as annual Assessments for Common Expenses.

8. Liability for Assessments. Each initial purchaser of a Unit from the Declarant shall be liable for all Assessments accruing against his/her/its Unit on and subsequent to the date of closing of the act of transfer of such Unit from the Declarant. Any purchaser from an individual Unit Owner, except a purchaser at a judicial sale, shall be liable for all Assessments made against such Unit both prior to and subsequent to the acquisition by such Purchaser. A purchaser at a judicial sale shall be liable for all Assessments against the purchased Unit accruing after the sale, but shall not be liable for such Unit's unpaid Assessments, which accrued prior to the acquisition of title to such Unit by such purchaser, except for any pro-rata re-allocation of such Assessments to all Units including the purchased Unit. Each Unit Owner shall be personally liable to the Association for all sums assessed against his/her/its Unit for his/her/its Share of the Common Expenses. Joint owners of Units shall be liable jointly, severally, and *in solido* for such Assessments. A former Unit Owner shall not be liable for payment of any Assessment for Common Expenses accruing subsequent to a bona fide sale or other transfer of his/her/its Unit (made in accordance with Article VIII hereinabove) but shall remain liable jointly, severally, and *in solido* with the transferee of the Unit for payment of all previously accrued Assessments which were due at the time of transfer of the Unit.

Any Unit which because of damage or destruction has been withdrawn from the condominium regime in accordance with Article XV hereof and the Owner thereof shall be released from the obligations to pay Common Expenses and the Assessments therefor accruing after the date of such withdrawal.

9. Interest, Penalties, Liens and Late Charges. Assessments, and installments thereon, paid on or before ten (10) days after the date when due shall not bear interest, but all sums paid after such period shall bear interest pursuant to the By-Laws. All payments upon account shall be first applied to interest and then to the Assessment payment first

written notice to the Unit Owner. The Unit Owner agrees to pay reasonable attorney's fees, and costs actually incurred by the Association, in connection with the collection of any Assessments. The Association may assert a lien against such Unit Owner's Unit in accordance with the Act. The lien for unpaid Assessments provided by the Act shall also secure court costs and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As provided in the Act, any lien imposed by the Association against a Unit shall be subordinate to the lien of any mortgage against such Unit duly recorded prior to the date of recordation of such lien in favor of the Association. The lien in favor of Association shall not be affected by a transfer of the Unit, except in connection with foreclosure by a superior lien holder. In addition to the above, a late charge of \$100.00 will be imposed if any assessment due is not paid and received on or before the 10th day of the month in which it is due.

10. Records and Certificates. The Association shall maintain current copies of the Condominium Documents and shall maintain financial statements and accounting records according to good accounting practices, which accounting records shall include:

- (a) An itemized record of all receipts and expenditures; and
- (b) A separate account for each Unit which shall indicate (i) the name and address(es) of the Unit Owner, (ii) the amount and due date of each Assessment for Common Expenses pertaining to the Unit, (iii) amounts paid on the account of each Owner, and (iv) any balance due. A Unit Owner and his/her/its Mortgagee or a prospective purchaser of a Unit shall have the right to obtain from the Association a certificate showing the amount of unpaid Assessments with respect to the Unit.

Unit Owners may inspect the Condominium Documents and such financial statements and accounting records at any time upon request and forty eight (48) hours notice.

ARTICLE XIII COMPLIANCE AND DEFAULT

1. General. Each Unit Owner shall be governed by and comply with the terms of the Condominium Documents and of the rules and regulations adopted pursuant thereto, as the same may be amended from time to time. In accordance with the Act, all of the provisions hereof shall be deemed to have the force of law as among individual Unit Owners. A default shall entitle the Association or other Unit Owners to the relief set forth below.

2. Cure of Default. In the event of default by any Unit Owner, the Association may take whatever action may be necessary, in its discretion, to correct such default. Any expenses incurred by the Association shall be assessed against the defaulting Unit Owner and Unit owned by such Unit Owner.

3. Legal Proceedings. Failure of Unit Owners to comply with any of the terms of the Condominium Documents and rules and regulations adopted pursuant thereto or any obligations imposed thereby shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, or such other remedies as may be provided by law, any of which relief or remedies may be sought by the Association or by an aggrieved Unit Owner. A Unit Owner shall also have the right to proceed against the Association for any remedies provided by law in the event the Association does not perform the duties imposed upon it by the Act and the Condominium Documents. The provisions of this paragraph shall be subject to the arbitration provisions in paragraph 7 of this Article XIII.

4. **Costs and Attorneys' Fees.** In any proceeding arising because of non-payment of any assessment due by a Unit Owner or any other alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

5. **No Waiver of Rights.** The failure of the Association or Unit Owners to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owners to enforce such right, provision, covenant, or condition.

6. **Cumulation of Rights.** All rights, remedies, and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the exercise of such other and additional rights, remedies, or privileges as may be granted to such party by the Condominium Documents or by law.

7. **Arbitration.** Declarant, Association and each Unit Owner agree that upon the written demand of any of said parties, whether made before or after the institution of any legal proceedings, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Condominium Declaration, the Condominium Documents and/or the sale of a Unit by Declarant, or otherwise, including without limitation contract disputes and tort claims, shall be resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association ("AAA"). Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in New Orleans, Louisiana, or at any other place selected by mutual agreement of the parties. Any disputes, claims or controversies concerning the lawfulness or reasonableness of an act, shall also be arbitrated; provided, however that no arbitrator shall have the right or the power to enjoin or restrain any act of any of the parties hereto. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. All statute of limitations, prescriptive periods, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

ARTICLE XIV AMENDMENT

The Condominium Documents may be amended in the following manner:

1. **Amendments to Condominium Declaration by Declarant.** Each Unit Owner hereby grants to Declarant the irrevocable power, coupled with an interest, to execute, on behalf of each Unit Owner, any of the amendments to the Declaration described below in this Section 1, containing such additional terms as the Declarant, believes to be in the interest of the Condominium Property or Association, necessary or advisable, which amendments shall be effective upon registration in the records of the Register of Conveyances of Orleans Parish:

(a) Any amendment that alters the dimensions of, or creates additional Units, Limited Common Elements, or Common Elements out of, any Units owned by the Declarant, or any Units not yet constructed by Declarant, provided that such alteration does not affect the dimensions of any Unit(s) previously

boundaries and measurements of any Unit, as built, differ from that shown on the Condominium Plans;

(c) Any amendment that changes the designation of any of the Units, before any of such Units are sold by the Declarant to third parties;

(d) Any amendment that clarifies any apparently conflicting provisions hereof, any provisions which conflict with the Act, and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors; and

(e) Any amendment that modifies the provisions of this Declaration in order to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs, or in the future performs, functions similar to those now performed by such entities, and/or to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee any mortgages affecting any of the Units;

provided, however, that none of the amendments described above shall affect or impair the lien of any mortgage then of record upon a Unit or any representations or warranties made by a Unit Owner in connection with the making, purchase, insurance, or guarantee of any mortgage then of record on any Unit. The amendment procedure set forth in this Section 1 is not exclusive, Declarant reserving the right to avail itself of amendment procedures set forth elsewhere in this Article XIV, or in the Act, at Declarant's option.

2. Withdrawal, Redesignation, Subdivision, Combination.

(a) Amendments to withdraw the Condominium Property or a portion thereof shall be prepared, executed, and recorded in the records of the Registrar of Conveyances of Orleans Parish by the Association and any other appropriate party, upon due authorization for such withdrawal as provided in Article XV hereinafter and at the expense of the owners of property to be withdrawn. Any such amendment shall contain a legally sufficient description of the property to be withdrawn and shall reallocate the Shares attributable to such withdrawn Unit(s) in proportion to the respective Shares of the remaining Units.

(b) Amendments to redesignate boundaries between adjoining Units shall be executed and duly recorded by the Association upon the written request and at the expense of the reallocating Unit Owners. Any such amendment shall specify the method of reallocation between adjoining Units of their Shares, and shall identify the Units involved, shall be executed by the reallocating Unit Owners, shall contain words of conveyance between them, and shall be accompanied by plats or plans showing the altered Unit boundaries, dimensions, and identifying numbers and/or letters.

(c) Amendments to subdivide, reconfigure, combine or convert any Unit(s) into one or more Units, Common Elements, or any combination of Units or Common Elements shall be executed and duly recorded by the Association upon the written request and at the expense of the owner of such Unit. Any such amendment must assign an identifying number and/or letter to such new Units, specify the method of reallocation between adjoining Units of their Shares, and shall identify the Units involved, shall be executed by the reallocating Unit Owners, shall contain words of conveyance between them, and shall be accompanied by plats or plans showing the altered Unit boundaries, dimensions, and identifying numbers.

(d) Notwithstanding any other provision of this Declaration to the contrary, Declarant reserves the right to subdivide reconfigure or combine said Units and such combination, reconfiguration or subdivision shall not affect the dimensions of any previously sold Units, and/or change the Common Elements. Any such change will not be effective until such time as an amendment is registered in the Conveyance Records of Orleans Parish setting forth any such change, along with applicable amendments to the Condominium Declaration, Condominium Plans and Unit Owners Common Element Percentage Ownership Interest. Any change in the actual Common Element Interests shall be allocated amongst the effected Units.

3. Other Amendments.

All amendments to the Condominium Declaration other than those described in Section 1 and Section 2 above may be effected only by vote or agreement of the Unit Owners as follows:

- (i) Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting of the membership of the Association at which a proposed amendment is to be considered.
- (ii) A resolution for adoption of a proposed amendment may be proposed by any Unit Owner(s). Unit Owners may express their approval by written consent or by proxy and no meeting need be held if a written consent to an amendment is signed by Unit Owners holding at least sixty-seven (67%) percent of the total Shares which shall be required for any such amendment.
- (iii) The amendment shall be effective when registered in the Conveyance Office of Orleans Parish, Louisiana. Copies of the amendment shall be delivered to each Unit Owner but such delivery shall not be a condition precedent to the effectiveness of such amendment.
- (iv) If any other provision of this Declaration specifically requires a particular vote for the amendment of this Declaration with respect to such provision, then such specific requirement shall control.

ARTICLE XV WITHDRAWAL OF PROPERTY AND TERMINATION OF THE CONDOMINIUM

The Condominium Property or any part thereof may be withdrawn from the condominium regime and the condominium terminated with respect thereto in the following manner:

1. Voluntary Withdrawal. The Condominium Property, or a part thereof, may be withdrawn from the Condominium regime by unanimous agreement of Unit Owners, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of real (immovable) property. If any of the Units in the Building are voluntarily withdrawn, the entire Building must be withdrawn. The withdrawal of Condominium Property and termination of the condominium regime with respect thereto shall become effective when an amendment to the Condominium Declaration authorizing such withdrawal has been registered in the Conveyance Office of Orleans Parish. If any Units are contained within the Condominium Property so withdrawn, and the Declarant shall not, at the time of such withdrawal, have conveyed any of the Units, then the consent of any Mortgagee or

other lien creditor to such withdrawal shall not be necessary. If, however, Declarant shall have conveyed any of the Units at the time of such withdrawal, the consent of any Mortgagees or other lien creditors of the Unit or Unit(s) to be withdrawn shall be obtained before the Condominium Property may be withdrawn.

2. Destruction. If it is determined in the manner elsewhere provided that any portion of the Condominium Property which has been destroyed or damaged as a result of casualty shall not be reconstructed, such portion of the property will be withdrawn from the condominium regime and the Condominium terminated with respect thereto. Termination upon a determination not to reconstruct after casualty shall be implemented by the preparation, execution, and recordation by the Association of an amendment to the Condominium Declaration containing a legally sufficient description of the immovable property withdrawn and stating the fact of such withdrawal by a certificate of the Association certifying the facts affecting the termination, which certificate shall become effective upon being registered in the Conveyance Office of Orleans Parish. If only a portion of the Condominium Property is being withdrawn, the amendment shall reallocate the Share(s) attributable to the withdrawn Unit(s) to any Unit(s) remaining in the Condominium in proportion to the respective Share(s) of those remaining Unit(s).

3. Status of Property After Withdrawal. Upon withdrawal of the Condominium Property or any part thereof from the condominium regime pursuant hereto, the part so withdrawn shall be deemed to be owned in indivision by the Owners of the Units of the Condominium Property so withdrawn. The percentage of undivided ownership of a Unit Owner in the withdrawn Condominium Property shall be equal to his/her/its former Share, divided by the aggregate Shares in such Common Elements of all Unit Owners whose Units are withdrawn. Liens upon individual condominium parcels withdrawn shall, following their withdrawal, be upon the respective undivided Shares of the Unit Owners in the withdrawn property.

4. Partition of Property. Following withdrawal of the Condominium Property or any part thereof, such property shall be subject to partition by the action of any owner of the withdrawn property. In the event of sale of the withdrawn Condominium Property by the co-owners, upon consummation of such sale the proceeds therefrom shall be paid to the Unit Owners in proportion to their respective undivided interests in the property, after all claims secured by liens on the Unit Owners' Shares of interest in the withdrawn property have been satisfied.

5. Disposition of Assets. All funds held by the Association and insurance proceeds, if any, shall be held jointly for the former Unit Owners in proportion to the Share of each Unit Owner. All costs incurred by the Association in connection with the termination of the condominium regime and withdrawal of the Condominium Property shall be a part of the Common Expenses. Any surplus remaining after complete disposal of the withdrawn property shall be distributed to the former Unit Owners in proportion to their respective Shares.

ARTICLE XVI
COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including, but not limited to, every Unit and appurtenances thereto, and every Unit Owner and person having an interest in the Condominium Property, or any part thereof, and his/her/its heirs, executors, administrators, successors, grantees, and assigns, shall be bound by all of the provisions of the Condominium Documents.

ARTICLE XVII
LIENS

1. **Protection of Property.** All liens against a Unit other than for mortgages, taxes, or special assessments imposed by a governmental authority shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and such special assessments upon a Unit shall be paid before becoming delinquent.

2. **Notice of Lien.** A Unit Owner shall give notice to the Association of every lien upon his/her/its Unit, other than for mortgages, taxes, and special governmental assessments, within five (5) days after the attachment of such lien.

3. **Notice of Lawsuit.** A Unit Owner shall give notice to the Association of every lawsuit or other proceeding which will or may affect the title of his/her/its Unit or any other part of the Condominium Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

4. **Judicial Sales.** Failure to comply with this Article concerning liens will not affect the validity of any judicial sale, but the purchaser at any such judicial sale shall take the property subject to the provisions of the Condominium Declaration and the Condominium Documents in the same manner as any other Unit Owner.

5. **Option to Cure Defaults.** In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or any portion of law, the Association shall have the right, but not the obligation, to cure such default by paying the amount so owing to the person entitled thereto, who shall be required to waive such default as consideration for such payment. Any money so paid by the Association shall be deemed a Common Expense owed only by the particular Unit and the Owner thereof for whose benefit the payment was made, and the Association may place a lien against such Unit in accordance with the Act for all sums expended in connection therewith.

ARTICLE XVIII **MORTGAGEE PROTECTION**

1. **Right of, and Notice to, Mortgagees.** Upon written request to the Association, identifying the name and address of a Mortgagee, or the insurer or guarantor of a mortgage note held by a Mortgagee, and identifying the Unit number encumbered by the mortgage held by the Mortgagee, such Mortgagee, insurer or guarantor shall:

(i) be entitled to written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or any Unit on which the Mortgagee has an interest;

(b) Any default by a Unit Owner who owns a Unit subject to a mortgage held by a Mortgagee, in the performance of such Unit Owner's obligations as set forth in the Condominium Documents (including, without limitation, delinquency in the payment of Assessments or charges owed by such Unit Owner), which default remains uncured for a period of sixty (60) days;

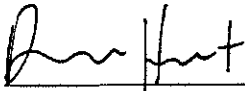
(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Mortgagees, as provided

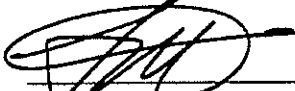
THUS DONE, SIGNED AND PASSED in multiple originals at New Orleans, Louisiana, on July 18, 2019, but effective as of the date first set forth above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Appearer and me, Notary, after reading of the whole.

WITNESSES:

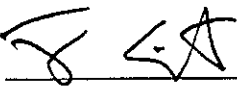
DECLARANT:



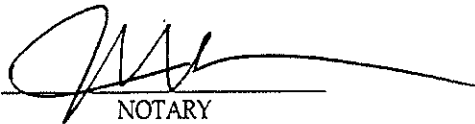
Print Name: Rebecca Hurst



Print Name: PETER ANAGNOST
On behalf of 1101 Napoleon, LLC



Print Name: FREDERIC C. L. L. L.


NOTARY



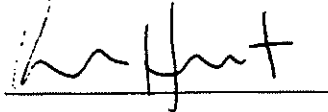
Myles L. Granderson
Notary Public
Notary ID No. 148722
Orleans Parish, Louisiana

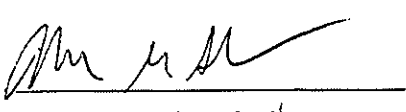
COMMISSIONED FOR LIFE

THUS DONE, SIGNED AND PASSED in multiple originals at New Orleans, Louisiana, on July 15, 2019, but effective as of the date first set forth above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Appearer and me, Notary, after reading of the whole.

WITNESSES:

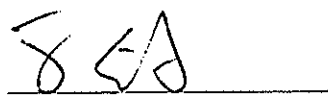
DECLARANT:



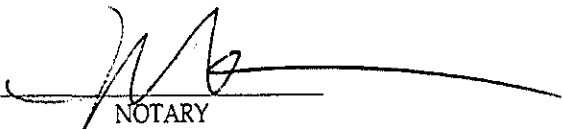


Print Name: Rebecca Hurst

Print Name: Michael G. Shuman
On behalf of 1101 Napoleon, LLC



Print Name: Fredric Escarlat

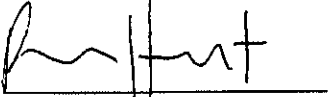

NOTARY
Commissioned for life



Myles L. Granderson
Notary Public
Notary ID No. 148722
Orleans Parish, Louisiana

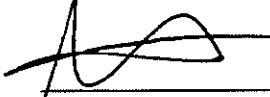
THUS DONE, SIGNED AND PASSED in multiple originals at New Orleans, Louisiana, on JUL 15, 2019, but effective as of the date first set forth above, in the presence of the undersigned competent witnesses, who have hereunto signed their names, together with the said Appearer and me, Notary, after reading of the whole.

WITNESSES:



Print Name: Rebecca Hurst

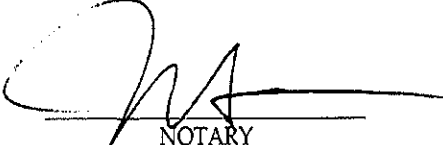
DECLARANT:



Print Name: Avery Foret
On behalf of 1101 Napoleon, LLC



Print Name: Frederic E. Senstat



NOTARY

Commission for life

EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the SIXTH DISTRICT of the City of New Orleans, in SQUARE NO. 289, bounded by Napoleon Avenue, Coliseum, Chestnut, and General Pershing Streets which said portion of ground forms the corner of Napoleon Avenue and Chestnut Street, and measures sixty-three feet, six inches (63'6") front on Napoleon Avenue, the same width in the rear, by a depth and front on Chestnut Street of one hundred four feet (104') and the same depth on the opposite sideline; all as per survey by R.R. Rordam C.E., dated March 30, 1934, annexed to an act of mortgage before Guy D'Antonio, N. P., dated April 21 1934, and as more fully shown on a survey made by Gilbert, Kelly & Couturie, Surveyors, dated April 12, 1969, attached to an act before Allain C. Andry, Jr., N.P. dated May 6, 1969.

According to survey of Gilbert, Kelly, & Couturie, Surveyor, dated April 12, 1969, revised on December 9 and December 11, 1972, the above described property is designated as LOTS 1 and 2, in SQUARE NO. 289, BOULIGNY, of the SIXTH DISTRICT of the City of New Orleans and is situated and measured as set forth above.

Improvements bear the municipal No. 1101 Napoleon Avenue, New Orleans, LA 70115.

STATE OF LOUISIANA
ARTICLES OF INCORPORATION
(R.S. 12:203)

1. The name of this corporation is:

CYPRES CONDOMINIUM OWNERS ASSOCIATION, INC.

2. This corporation is formed for the purpose of:

THE PURPOSE FOR WHICH THE ASSOCIATION IS ORGANIZED IS TO PROVIDE AN ENTITY PURSUANT TO THE LOUISIANA CONDOMINIUM ACT, TITLE 9, SECTION 1121.101 ET SEQ., LA R. S., AS AMENDED AND ANY OTHER LAWFUL ACTIVITY FOR WHICH CORPORATIONS MAY BE FORMED.

3. The duration of this corporation is (may be perpetual):

PERPETUAL

4. The street address (not a P.O. Box only) of the corporation's initial registered office is:

1101 NAPOLEON AVENUE
NEW ORLEANS, LA, 70115

5. Mailing Address:

800 BARONNE STREET
NEW ORLEANS, LA, 70113

6. The name and street address (not a P.O. Box only) of the corporation's initial registered agent(s) is/are:

AVERY FORET
800 BARONNE STREET
NEW ORLEANS, LA, 70113

7. The name and address of each incorporator of this corporation is:

1101 NAPOLEON, LLC
800 BARONNE STREET
NEW ORLEANS, LA, 70113

8. The name and street addresses of the corporation's initial directors are:

PETER AAMODT (TREASURER, DIRECTOR)
800 BARONNE STREET
NEW ORLEANS, LA, 70113

MICHAEL SHERMAN (SECRETARY, DIRECTOR)

800 BARONNE STREET
NEW ORLEANS, LA, 70113

AVERY FORET (PRESIDENT, DIRECTOR)

The Articles of Incorporation of the Association may be amended in the following manner:

Either the Board of Directors by resolution or any member or members by written request may propose an amendment. The notice of any meeting at which a proposed amendment is considered shall include notice of the subject matter of the proposed amendment.

An amendment must be approved by at least fifty-one (51.0%) percent of the voting power of the members of the Association present in person or by proxy entitled to vote at a duly called and constituted meeting of the Association. No amendment shall make any changes in the qualifications for membership nor in the voting rights of the members, without the approval of at least fifty-one (51.0%) percent of the voting power of all members present in person or by proxy and entitled to vote at a duly called and constituted meeting of the members. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Orleans Parish, State of Louisiana.

TERM OF THE ASSOCIATION

The Association shall continue to exist until such time as the condominium regime is terminated and the entirety of the Condominium is withdrawn from the condominium regime, unless the members elect to terminate the Association sooner by their unanimous approval. The termination of the Condominium Declaration shall also require termination of the Association.

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

I HEREBY CERTIFY THAT I AM THE INCORPORATOR AND HAVE THE AUTHORITY TO SIGN ON BEHALF OF ANY OTHER INCORPORATOR LISTED.

ELECTRONIC SIGNATURE: AVERY FORET ON BEHALF OF '1101 NAPOLEON, LLC'
(7/8/2019)

TITLE: INCORPORATOR

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 43525713N

Charter Name: CYPRES CONDOMINIUM OWNERS ASSOCIATION, INC.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
07/08/2019	AVERY FORET	AVERY FORET

Oversized Map Place Holder

